



## TRAVEL AND SUBSISTENCE PROVISIONS

FOR

**ELECTRICIAN:**  
COMMUNICATION & SYSTEM INSTALLER  
COMMUNICATION & SYSTEM TECHNICIAN  
SOUND ELECTRICIAN (LOS ANGELES COUNTY ONLY)

IN

INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE,  
SANTA BARBARA, SAN BERNARDINO, SAN LUIS OBISPO, AND  
VENTURA COUNTIES

**Southern California**

**9th District Sound & Communications Agreement**

**Addendum No.1 to the 9th District Sound & Communications Agreement**

**By and Between**

**International Brotherhood of Electrical Workers**

**And**

**National Electrical Contractors Association**

**December 1, 2002 to November 30, 2004**

**R E C E I V E D**

**Department of Industrial Relations**

**FEB 03 2003**

**-Div. of Labor Statistics & Research  
Chief's Office**

(d) When requested by the customer in writing on occupied remodel and renovation work, and when mutually agreed by the employee and employer, a single shift of eight (8) hours may be performed Monday through Friday, excluding Saturdays, Sundays and Holidays, between the hours of 2:30 P.M. and 6:00 A.M.. The shift start time is anytime after 2:30 P.M.. Employees shall receive a minimum of eight (8) hours pay at the regular hourly rate plus ten percent (10%) regardless of the hours worked. Such written request shall be provided to the Union.

(e) A lunch period of thirty (30) minutes shall be allowed on each shift.

(f) All overtime work required after the completion of a regular shift shall be paid at one and one-half (1 1/2) times the "shift" hourly rate.

(g) there shall be no pyramiding of overtime rates, and two (2) times the straight time rate shall be the maximum compensation for any hour worked.

(h) There shall be no requirement for a day shift when either the second or third shift is worked.

**Section 3:05** Working dues shall be paid in the jurisdiction where the work is performed. The Employer shall agree to deduct weekly and forward monthly to the Financial Secretary of each Local Union, where the work is performed, upon receipt of a voluntary written authorization, the working dues from the pay of each employee.

**Section 3:06** A bulletin board shall be provided by the Employer for the Union to post official notices to its members. In lieu of providing a separate bulletin board for the Union, the Employer may allot a reasonable amount of space on its own bulletin board for the exclusive use of the Union, to post official notices.

**Section 3:07** Travel Time. Wages shall be paid for all time in going from shop to the job, from the job to the shop and from job to job.

When workmen covered by the terms of this Addendum are ordered to report directly to a job site, travel expense shall be paid in accordance with the following schedule:

56	-	65 miles	-	\$5.00 per day
66	-	75 miles	-	\$10.00 per day
76	-	85 miles	-	\$15.00 per day

More than 85 miles - \$15.00 per day and \$7.00 per hour beginning at the 85th mile.

When workmen are ordered to report directly to a job site or travel job to job in a personal vehicle; they shall receive travel expense in accordance with the above schedule and mileage expense at the IRS Schedule for those miles traveled which exceed 55 miles in each direction.

Job to job travel in a personal vehicle shall be paid at the IRS rate.

Mileage shall be computed from the job site to the closer of the employee's residence or the employer's normal place of business.

Personal vehicles will not be used to transport company material or tools except beepers, walkie-talkies and small hand tools.

When it becomes necessary that an employee remain overnight from the Employer's place of business, at the direction of the Employer, then such employee shall receive either a round trip mileage expense as set forth under Section 3:07 above or the actual expenses incurred in such transportation required, whichever is less. Additionally, such employees remaining away overnight, at the Employer's direction, shall receive reimbursement for such food and lodging expense incurred and supported by appropriate receipts not to exceed \$65.00 per day.

**Section 3:08** When the Employer provides identifying clothing as to style or fashion, the Employer shall furnish same, including cleaning and maintenance, with the exception of shirts.

**Section 3:09** **Paid Parking.** In all areas where free parking is not available within 500 yards of the job or project at the start of the shift, the contractor shall reimburse employees, at the lowest rate available within said 500 yard area, providing the employee presents a signed and dated receipt for each parking expenditure.

## **ARTICLE IV**

### **Referral Procedure**

**Section 4:01** In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

**Section 4:02** The Local Union shall be the sole and exclusive source of referral of applicants for employment.

**Section 4:03** The Employer shall have the right to reject any applicant for employment.

**Section 4:04** The Local Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

**Section 4:05** The Local Union shall maintain a register of applicants for employment established on the basis of the GROUPS listed below. Each applicant for employment shall be registered in the highest priority GROUP for which he qualifies.

#### **GROUP I**

An applicant who has completed the IBEW Communication Apprenticeship Program or has worked an equal number of years in the communications industry as a Systems Installer and is a resident of the normal commute area of that Local Union.

#### **GROUP II**

An applicant who meets the requirements for GROUP I in any other signatory Local Union.

#### **GROUP III**

An applicant who has communication experience but who does not meet the requirements of GROUP I or GROUP II

#### **GROUP IV**

An applicant who does not meet the requirements of GROUPS I, II, & III.

**Section 4:06** If the registration list exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees."

**Section 4:07** The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

REGIONAL ADDENDUM  
to the  
9th District and Southern California  
Sound and Communication Agreement  
for  
Riverside, San Bernardino, Inyo and Mono Counties

Agreement by and between the Southern Sierras Chapter, NECA and Local Unions 440 and 477, IBEW.

It shall apply to all firms who have signed a letter of Assent to the 9th District and/or the Southern California Sound and Communications Agreement, and are performing such type work in the above listed counties jurisdiction.

The below listed items are those that are germane to the local (counties) jurisdiction:

1. All new construction Fire Alarm work to be installed under the terms and conditions of the Inside Wireman's Agreement(s) between Southern Sierras Chapter, NECA and both Local Unions 440 and 477, IBEW.
2. AMF, NEIF, Union Dues, JATC (Training), Labor Management Cooperation Committee (LMCC) and all other related fringe benefits contributions/deductions to be paid to local parties for all work hours performed in local jurisdiction.
3. Due to the vastness of Riverside, San Bernardino, Inyo and Mono counties the parties agree to the following travel pay:

A. Riverside County:

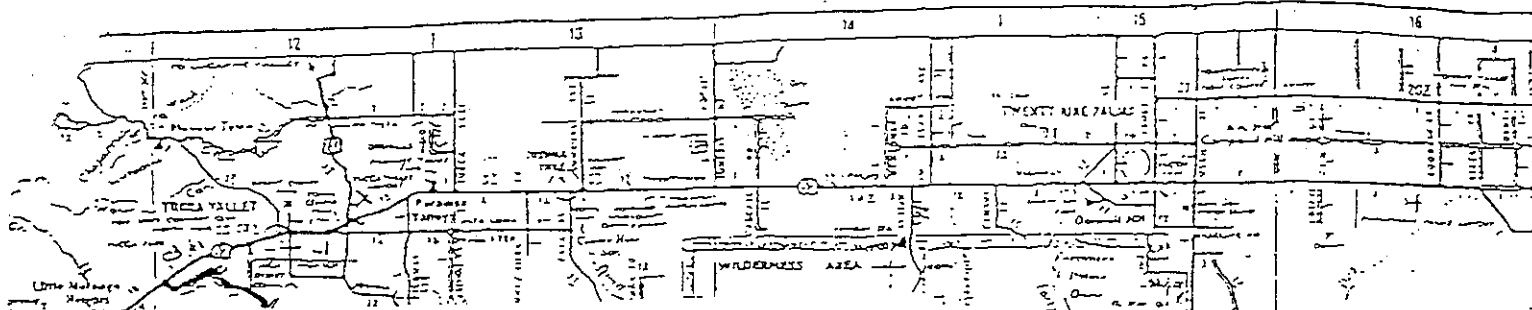
No travel pay for any employee while he/she works within zone A.

Any worked performed within zone B shall add \$8.00 per hour worked to the hourly rate of pay of the employee. (see attached Zone Map)

B. San Bernardino, Inyo and Mono Counties:

No travel pay for any employee that performs work within 85 road miles of U.S. Post Office, 455 W. Orange Show Road, San Bernardino and/or the employee's residence.

Any work performed outside of the above mileage area(s) shall add \$8.00 per hour worked to the hourly rate of pay of the employee.



Zone (B) shall be the area from the eastern perimeter of Zone (A) to a line which runs north and south beginning at Little Morongo Canyon (San Bernardino/Riverside County Line) Southeast along the Coachella Tunnel, Colorado River Aqueduct and Mecca Tunnels to Plinkam Wash then South to Box Canyon Road, then southwest along Box Canyon Road to Highway 195 west onto 195 south to Highway 36 to the Riverside/Imperial County Line. (see attached map)

